

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF MORGAN    )

IN THE MORGAN CIRCUIT COURT

CAUSE NO. 55C01-C70C-M420

IN RE:       AIRLEAF, LLC,                                )  
              formerly doing business as                )  
              BOOKMAN MARKETING, LLC                )  
  )  
  Respondent.                )

AVC NO.   07-014

**ASSURANCE OF VOLUNTARY COMPLIANCE**

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Respondent, Airleaf LLC, formerly doing business as Bookman Marketing, LLC, enter into an Assurance of Voluntary Compliance (“Assurance”), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1.       The Respondent, Airleaf LLC, is a book publisher and marketer located in Morgan County at 35 Industrial Drive, #104, Martinsville, Indiana, 46151, and transacts business with consumers.
2.       The terms of this Assurance apply to and are binding upon the Respondent, its employees, agents, representatives, successors, and assigns.

3. The Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code § 4-6-9-4 and Ind. Code § 24-5-0.5-1, *et seq.*

4. The Respondent acknowledges it has been advised the Attorney General's role in this matter is to serve as counsel for the State of Indiana and the Office of the Attorney General has not given the Respondent any legal advice regarding this matter. The Respondent expressly acknowledges the Office of the Attorney General has previously advised the Respondent to secure legal counsel prior to entering into this Assurance for any legal advice the Respondent requires.

5. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have, which the Respondent knows or reasonably should know it does not have.

6. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the Respondent has a sponsorship, approval, or affiliation in a consumer transaction it does not have, and which the Respondent knows or reasonably should know it does not have.

7. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the Respondent is able to deliver or complete the subject of the consumer transaction within a stated, or reasonable, period of time, when the Respondent knows or should reasonably know it could not.

8. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, a consumer will be able to purchase an item as advertised by the Respondent, if the Respondent does not intend to sell it.

9. The Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1, *et seq.*

10. Upon execution of this Assurance, the Respondent shall pay consumer restitution, in the total amount of Six Thousand Nine Hundred and Ninety-Nine Dollars (\$6,999.00), to the Office of the Attorney General for allocation and distribution to the following consumers in the following amounts:

(a) John L. Kostoryz of Kansas City, Missouri      \$5,500.00; and

(b) John K. Phillips of Baton Rouge, Louisiana      \$1,499.00.

**Total: \$6,999.00**

11. Upon execution of this Assurance, the Respondent shall pay costs in the amount of One Thousand Dollars (\$1,000.00) to the Office of the Attorney General.

12. The Respondent shall not represent the Office of the Attorney General approves or endorses the Respondent's past or future business practices, or execution of this Assurance constitutes such approval or endorsement.

13. The Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives. This shall include, but is not limited to, the Respondent promptly resolving any additional valid consumer complaints brought to the Respondent's attention by the Office of the Attorney General, either prior to, or after the filing of, this Assurance with the Court.

14. The Office of the Attorney General shall file this Assurance with the Circuit Court of Morgan County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

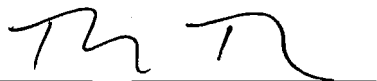
DATED this 14 day of May, 2007.

STATE OF INDIANA

RESPONDENT

STEVE CARTER  
Indiana Attorney General

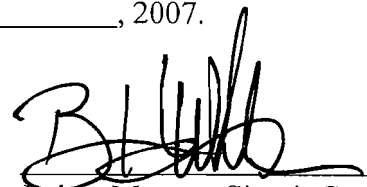
AIRLEAF, LLC

By:   
Terry Tolliver  
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By:   
Carl Lau, President

APPROVED this \_\_\_\_\_ day of MAY 25 2007, 2007.

Distribution: 5-31-07 gm

  
Judge, Morgan Circuit Court  
pro Tm

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